



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 362-2025

NEWPCC BOILER MAINTENANCE SERVICE CONTRACT

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PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 NEWPCC Boiler Maintenance Service contract

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, June 6, 2025.

B2.2 The Contract Administrator or the Manager of Purchasing may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. SITE INVESTIGATION

B3.1 Further to C3.1, the Proponent shall attend a Site meeting. Attendance is mandatory, and the Proposal of any Proponent not having attended will be rejected on the basis that it is non-responsive. The Contract Administrator or an authorized representative will be available at the Site at the North End Water Pollution Control Centre (NEWPCC) to provide Proponents access to the Site.

(a) May 21, 2025 from 9:00 am to 10:00 am

(b) May 22, 2025 from 9:00 am to 10:00 am

B3.2 The Proponent is advised that they must have their own PPE including but not limited to CSA approved footwear, hearing protection and high visibility clothing prior to accessing the site.

B3.3 The Proponent shall not be entitled to rely on any information or interpretation received at the Site Meeting unless that information or interpretation is the Proponent's direct observation, or is provided by the Contract Administrator in writing.

B3.4 The Proponent is responsible for inspecting the Site, the nature of the Work to be done and all conditions that might affect their Proposal or their performance of the Work, and shall assume all risk for conditions existing or arising in the course of the Work which have been or could have been determined through such inspection.

B4. ENQUIRIES

B4.1 All enquiries shall be directed to the Contract Administrator identified in D5.1

B4.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B4.3 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B4.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B4.5 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B4.6 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B4 unless that response or interpretation is provided by the Contract Administrator in writing.

- B4.7 Any enquiries concerning submitting through MERX should be addressed to:
MERX Customer Support
Phone: 1-800-964-6379
Email: merx@merx.com

B5. CONFIDENTIALITY

- B5.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:
- (a) was known to the Proponent before receipt hereof; or
 - (b) becomes publicly known other than through the Proponent; or
 - (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.
- B5.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal to the media or any member of the public without the prior written authorization of the Contract Administrator.

B6. ADDENDA

- B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.
- B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline or provide at least two (2) Business Days by extending the Submission Deadline.
- B6.3 Addenda will be available on the MERX website at www.merx.com.
- B6.4 The Proponent is responsible for ensuring that they have received all addenda and is advised to check the MERX website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.
- B6.5 The Proponent shall acknowledge receipt of each addendum in Paragraph 10 of Form A: Bid. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.
- B6.6 Notwithstanding B4, enquiries related to an Addendum may be directed to the Contract Administrator indicated in D4.1(f).

B7. SUBSTITUTES

- B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.
- B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.
- B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.
- B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:
- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
 - (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;

- (c) identify any anticipated cost or time savings that may be associated with the substitute;
 - (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance;
 - (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the proposed work schedule and the dates specified in the Supplemental Conditions for Total Performance.
- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in their sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons they wish to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base their Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B24.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Bid/Proposal;
 - (b) Form B: Prices.
- B8.2 The Proposal should also consist of the following components:
- (a) Experience of Proponent and Subcontractors (Section C) in accordance with B11;
 - (b) Experience of Key Personnel Assigned to the Project (Section D), in accordance with B12;
 - (c) Project Understanding and Methodology (Section E) in accordance with B13;
 - (d) Project Schedule (Section F) in accordance with B14; and
 - (e) Key Metrics (section G) in accordance with B15.
- B8.3 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.

- B8.4 Further to B8.2, all components of the Proposal should be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely.
- B8.5 Proposal format, including number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their proposed solution
- B8.6 The Proposal shall be submitted electronically through MERX at www.merx.com.
- B8.6.1 Proposals will **only** be accepted electronically through MERX.
- B8.7 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B24.1(a).
- B8.8 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

- B9.1 The Proponent shall complete Form A: Bid/Proposal, making all required entries.
- B9.2 Paragraph 2 of Form A: Bid/Proposal shall be completed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, their name shall be inserted;
 - (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
 - (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
 - (d) if the Proponent is carrying on business under a name other than their own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.
- B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.
- B9.3 In Paragraph 3 of Form A: Bid/Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.
- B9.4 Paragraph 13 of Form A: Bid/Proposal shall be signed in accordance with the following requirements:
- (a) if the Proponent is a sole proprietor carrying on business in their own name, it shall be signed by the Proponent;
 - (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
 - (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers;
 - (d) if the Proponent is carrying on business under a name other than their own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.
- B9.4.1 The name and official capacity of all individuals signing Form A: Bid/Proposal should be entered below such signatures.
- B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. PRICES

- B10.1 The Proponent shall state a price in Canadian funds for each item of the Work identified on Form B: Prices.
- B10.1.1 Notwithstanding C12.2.3, prices on Form B: Prices shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.1.2 Prices stated in response to B10.1 shall not include any costs which may be incurred by the Consultant with respect to any applicable funding agreement obligations as outlined in D33. Any such costs shall be determined in accordance with D33.
- B10.2 The quantities listed on Form B: Prices are to be considered approximate only. The City will use said quantities for the purpose of comparing Proposals.
- B10.3 The quantities for which payment will be made to the Contractor are to be determined by the Work actually performed and completed by the Contractor, to be measured as specified in the applicable Specifications.
- B10.4 Where applicable, payments to Non-Resident Contractors are subject to Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. EXPERIENCE OF PROPONENT AND SUBCONTRACTORS (SECTION C)

- B11.1 Proposals should include:
- (a) details demonstrating the history and experience of the Proponent and Subcontractors in the following on up to three (3) projects of similar complexity, scope and value:
 - (i) performing similar gas boilers cleaning and maintenance services and including boiler control adjustment and/or programming;
 - (ii) direct experience on Fireye and Foxboro boiler controls;
 - (iii) coordination for boiler inspection and certification with Inspection and Technical Services Manitoba;
 - (iv) writing inspection report and service maintenance report;
 - (v) service management.
- B11.2 For each project listed in B11.1(a), the Proponent should submit:
- (a) description of the project;
 - (b) role of the contractor;
 - (c) project's original contracted cost and final cost;
 - (d) type of maintenance performed;
 - (e) schedule (anticipated Project schedule and actual project delivery schedule);
 - (f) project owner;
 - (g) reference information (two current names with telephone numbers and email addresses per project).
- B11.2.1 Where applicable, information should be separated into Proponent and Subcontractor project listings.
- B11.3 The Proposal should include general firm profile information, including years in business, average volume of work, number of employees and other pertinent information for the Proponent and all Subcontractors.

B12. EXPERIENCE OF KEY PERSONNEL ASSIGNED TO THE PROJECT (SECTION D)

- B12.1 Describe your approach to overall team formation and coordination of team members.

- B12.1.1** Include an organizational chart for the Project.
- B12.2** Key personnel proposed for this Works should be service technicians with at least five (5) years of experience in performing Maintenance Works and tests with similar scope and complexity for Watertube and Firetube Power Boiler equipment as indicated in this Proposal. The key personnel and technicians shall require a valid Manitoba Domestic Gas Fitters "A" License issued by the Inspection and Technical Services Manitoba.
- B12.3** Submit the experience and qualifications of the Key Personnel assigned to the Project for projects of similar complexity, scope and value, including the principals-in-charge, the Contractors Representative and managers of the key disciplines. Include educational background and degrees, professional recognition, job title, years of experience in current position, years of experience in design (if available), maintenance services and years of experience with existing employer. Roles of each of the Key Personnel in the Project should be identified in the organizational chart referred to in B12.1.1.
- B12.4** For each person identified, list at least two comparable projects in which they have played a primary role. If a project selected for a key person is included in B11, provide only the project name and the role of the key person. For other projects provide the following:
- (a) Description of project;
 - (b) Role of the person;
 - (c) Project Owner;
 - (d) Reference information (two current names with telephone numbers and email addresses per project).

B13. PROJECT UNDERSTANDING AND METHODOLOGY (SECTION E)

- B13.1** Describe your firm's project management approach and team organization during the performance of Services, so that the evaluation committee has a clear understanding of the methods the Proponent will use in the delivery of this Project.
- B13.2** Methodology should be presented in accordance with the Scope of Services identified in D2. Describe the collaborative process/method to be used by the Key Personnel of the team in the various phases of the Project.
- B13.3** Proposals should address:
- (a) the team's understanding of the broad functional and technical requirements;
 - (b) the proposed Maintenance Service budget;
 - (c) the City's Project methodology with respect to the information provided within this RFP; and the City's Project Management Manual at <http://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#2> and templates at <https://winnipeg.ca/infrastructure/asset-management-program/templates-manuals.stm#4> and;
 - (d) any other issue that conveys your team's understanding of the Project requirements.
- B13.4** For each person identified in B12.2, list the percent of the person's time to be dedicated to the Project in accordance with the Scope of Services identified in D2.

B14. PROJECT SCHEDULE (SECTION F)

- B14.1** Proponents should present a carefully considered Critical Path Method schedule using Microsoft Project or similar project management software, complete with resource assignments (key personnel), durations (weekly timescale) and milestone dates or events. The schedule shall indicate the typical timeline for the opening the boiler, inspection report, cleaning, maintenance work, ITS inspections, testing required for four (4) individual Power boilers and final maintenance service report.

- B14.2 The Proponent's schedule should include critical dates for review and approval processes by the City. Reasonable times should be allowed for completion of these processes. As the dates indicated in the schedule approach, the Contractor should contact the City's Contract Administrator as indicated in D5.1 to confirm that the dates are still valid.
- B14.3 The Proponent's schedule should include a minimum two (2) weeks review period of the initial inspection report by the City.
- B14.4 At a minimum the Proposal shall include the following schedule:
- (a) Depressurize and drain boiler;
 - (b) Isolate boiler and lockout electric and gas energy sources;
 - (c) Open Boiler Fireside;
 - (d) Initial inspection and report to identify areas needing repair or components replacement; before Cleaning of Fireside;
 - (e) AHJ Inspection;
 - (f) Installation of Fireside Gaskets & Closing Fireside;
 - (g) Inspection of safety controls to ensure proper operation;
 - (h) Gas Fitters Test;
 - (i) Combustion Test;
 - (j) Recalibration (if required);
 - (k) Fire Department Gas Fired Appliance Annual Report; and
 - (l) Service Maintenance Report.

B15. KEY METRICS (SECTION G)

- B15.1 The Proponent should provide the following metrics to aid the City in evaluating the Proponent's resources and capabilities. For each metric, indicate whether it is the Proponent or Subcontractor:
- (a) The Proponent's organization and management structure with a listing of the Proponent's office;
 - (b) Current number of employees in the Proponent's organization available at any given time with the Manitoba Domestic Gas Fitters "A" License who can work on these Boiler Maintenance Service Works;
 - (c) List of personnel eligible to come and work at NEWPCC facility if required during unscheduled Boiler Maintenance Service Works; and
 - (d) Name and contact(s) info of the key personnel available 24/7 that can be contacted for unscheduled Works.

B16. DISCLOSURE

- B16.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B16.2 The Persons are:
- (a) RG Sales
 - (i) Provided maintenance information based on the previous boiler maintenance service work.

B17. CONFLICT OF INTEREST AND GOOD FAITH

- B17.1 Further to C3.2, Proponents, by responding to this RFP, declare that no Conflict of Interest currently exists, or is reasonably expected to exist in the future.
- B17.2 Conflict of Interest means any situation or circumstance where a Proponent or Key Personnel proposed for the Work has:
- (a) other commitments;
 - (b) relationships;
 - (c) financial interests; or
 - (d) involvement in ongoing litigation;
- that could or would be seen to:
- (i) exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment of the City with respect to the evaluation of Proposals or award of the Contract; or
 - (ii) compromise, impair or be incompatible with the effective performance of a Proponent's obligations under the Contract.
- (e) has contractual or other obligations to the City that could or would be seen to have been compromised or impaired as a result of its participation in the RFP process or the Project; or
 - (f) has knowledge of confidential information (other than confidential information disclosed by the City in the normal course of the RFP process) of strategic and/or material relevance to the RFP process or to the Project that is not available to other proponents and that could or would be seen to give that Proponent an unfair competitive advantage.
- B17.3 In connection with its Proposal, each entity identified in B17.2 shall:
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the procurement process and the Project;
 - (b) upon discovering any perceived, potential or actual Conflict of Interest at any time during the RFP process, promptly disclose a detailed description of the Conflict of Interest to the City in a written statement to the Contract Administrator; and
 - (c) provide the City with the proposed means to avoid or mitigate, to the greatest extent practicable, any perceived, potential or actual Conflict of Interest and shall submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
- B17.4 Without limiting B17.3, the City may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. The City's waiver may be based upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately avoided or mitigated, including requiring the Proponent to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to avoid or mitigate the impact of such Conflict of Interest.
- B17.5 Without limiting B17.3, and in addition to all contractual or other rights or rights at law or in equity or legislation that may be available to the City, the City may, in its sole discretion:
- (a) disqualify a Proponent that fails to disclose a perceived, potential or actual Conflict of Interest of the Proponent or any of its Key Personnel;
 - (b) require the removal or replacement of any Key Personnel proposed for the Work that has a perceived, actual or potential Conflict of Interest that the City, in its sole discretion, determines cannot be avoided or mitigated;

- (c) disqualify a Proponent or Key Personnel proposed for the Work that fails to comply with any requirements prescribed by the City pursuant to B17.4 to avoid or mitigate a Conflict of Interest; and
- (d) disqualify a Proponent if the Proponent, or one of its Key Personnel proposed for the Project, has a perceived, potential or actual Conflict of Interest that, in the City's sole discretion, cannot be avoided or mitigated, or otherwise resolved.

B17.6 The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the City, in its sole discretion.

B18. QUALIFICATION

B18.1 The Proponent shall:

- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
- (b) be financially capable of carrying out the terms of the Contract; and
- (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.

B18.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <https://www.winnipeg.ca/matmgt/Templates/files/debar.pdf>

B18.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:

- (a) have successfully carried out work similar in nature, scope and value to the Work;
- (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract;
- (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba); and
- (d) have completed the Accessible Customer Service online training required by the Accessibility for Manitobans Act (AMA) (see B18.4 and D7).

B18.4 Further to B18.3(d), the Proponent acknowledges they and all Subcontractors have obtained training required by the Accessibility for Manitobans Act (AMA) available at [Accessibility Training](#) for anyone that may have any interaction with the public on behalf of the City of Winnipeg.

B18.5 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.

B18.6 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B19. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

B19.1 Proposals will not be opened publicly.

- B19.2 After award of Contract, the Contract amount and the name of the successful Proponent and their address will be available on the MERX website at www.merx.com.
- B19.3 The Proponent is advised any information contained in any Proposal Submission may be released if required by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law or by City policy or procedures (which may include access by members of City Council).
- B19.3.1 To the extent permitted, the City shall treat as confidential information, those aspects of a Proposal Submission identified by the Proponent as such in accordance with and by reference to Part 2, Section 17 or Section 18 or Section 26 of The Freedom of Information and Protection of Privacy Act (Manitoba), as amended.
- B19.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of their submission upon written request to the Contract Administrator.

B20. IRREVOCABLE OFFER

- B20.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 11 of Form A: Bid/Proposal.
- B20.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such until a Contract for the Work has been duly formed and the contract securities have been furnished as herein provided, but any Bid shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 11 of Form A: Bid/Proposal.

B21. WITHDRAWAL OF OFFERS

- B21.1 A Proponent may withdraw their Proposal without penalty prior to the Submission Deadline.

B22. INTERVIEWS

- B22.1 The Contract Administrator may, in their sole discretion, interview Proponents during the evaluation process.

B23. NEGOTIATIONS

- B23.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.
- B23.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.
- B23.3 If, in the course of negotiations pursuant to B23.2, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B24. EVALUATION OF PROPOSALS

- B24.1 Award of the Contract shall be based on the following evaluation criteria:
- (a) Compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)

- | | | |
|-----|--|-------------|
| (b) | Qualifications of the Proponent and the Subcontractors, if any, pursuant to B18: | (pass/fail) |
| (c) | Total Bid Price; (Section B) | 40% |
| (d) | Experience of Proponent and Subcontractor; (Section C) | 20% |
| (e) | Experience of Key Personnel Assigned to the Project; (Section D) | 20% |
| (f) | Project Understanding and Methodology (Section E) | 10% |
| (g) | Project Schedule. (Section F) | 5% |
| (h) | Key Metrics (Section G) | 5% |
- B24.2 Further to B24.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal Submission is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.
- B24.3 Further to B24.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in its Proposal or in other information required to be submitted, that it is qualified.
- B24.4 If, in the sole opinion of the City, a Proposal does not achieve a pass rating for B24.1(a) and B24.1(b), the Proposal will be determined to be non-responsive and will not be further evaluated.
- B24.5 Further to B24.1(c), the Total Bid Price shall be the sum of the quantities multiplied by the unit prices for each item shown on Form B: Prices.
- B24.5.1 Further to B24.1(a), in the event that a unit price is not provided on Form B: Prices, the City will determine the unit price by dividing the Amount (extended price) by the approximate quantity, for the purposes of evaluation and payment.
- B24.6 Further to B24.1(d), Experience of Proponent and Subcontractors will be evaluated considering the experience of the organization on projects of similar size and complexity as well as other information requested, in accordance with B11.
- B24.7 Further to B24.1(e), Experience of Key Personnel Assigned to the Project will be evaluated considering the experience and qualifications of the Key Personnel and Subcontractor personnel on Projects of comparable size and complexity, in accordance with B12.
- B24.8 Further to B24.1(f), Project Understanding and Methodology will be evaluated considering your firm's understanding of the City's Project, project management approach and team organization, in accordance with B13.
- B24.9 Further to B24.1(g), Project Schedule will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B14.
- B24.10 Further to B24.1(h) Key Metrics will be evaluated considering the Proponent's ability to comply with the requirements of the Project, in accordance with B15.
- B24.11 Notwithstanding B24.1(d) to B24.1(h), where Proponents fail to provide a response to B8.2(a) to B8.2(d), the score of zero may be assigned to the incomplete part of the response.
- B24.12 Proposals will be evaluated considering the information in the Proposal Submission and any interviews held in accordance with B22.
- B24.13 Where references are requested, the reference checks to confirm information provided may not be restricted to only those submitted by the Proponent, and may include organizations representing Persons, known to have done business with the Proponent.
- B24.14 This Contract will be awarded as a whole.

B25. AWARD OF CONTRACT

- B25.1 The City will give notice of the award of the Contract, or will give notice that no award will be made.
- B25.2 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be qualified, and the Proposals are determined to be responsive.
- B25.2.1 Without limiting the generality of B25.2, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B25.3 Where an award of Contract is made by the City, the award shall be made to the qualified Proponent submitting the most advantageous offer.
- B25.4 Further to Paragraph 7 of Form A: Bid/Proposal and C4, the City may issue an award letter to the successful Proponent.
- B25.5 Following issuance of the award letter a document package comprising the Contract Documents will be provided to the successful Proponent for execution.
- B25.6 If funding for the Services is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, Proponents are advised that the terms of D33 shall immediately take effect upon confirmation of such funding, regardless of when the funding is confirmed.
- B25.7 Following the award of contract, a Proponent will be provided with information related to the evaluation of their Proposal upon written request to the Contract Administrator.
- B25.8 If, after the award of Contract, the Project is cancelled, the City reserves the right to terminate the Contract. The Proponent will be paid for all Services rendered up to time of termination.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2020-01-31) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “C” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

- D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF SERVICES

- D2.1 The Work to be done under the Contract shall consist of annual inspection, cleaning, maintenance and certification as required by the AHJ on three (3) Watertube and one (1) Firetube boiler systems located at the North End Pollution Control Centre (NEWPCC) for the period from the date of award until August 31, 2027 with the option of four (4) mutually agreed upon one (1) year extensions.
- D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Proponent as a result of such negotiations.
- D2.1.2 Changes resulting from such negotiations shall become effective on September 1st of the respective year. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.
- D2.1.3 Proponents are advised that, in future, the City may be participating in collaborative procurement initiatives with other levels of government. Accordingly, extensions to this Contract may not be exercised.
- D2.2 The major components of the Work are as follows:
- (a) Opening of Fireside and Removal of Low Water Cut Off Head Mechanism.
 - (b) Perform inspection of Fireside and provide inspection report to the Contract Administrator that includes the components requiring repairs.
 - (c) Clean Fireside.
 - (d) Repair and replacement of the damage components. Repair and replacing damaged components as approved by the City upon review of the inspection report and Contractor's recommendations.
 - (e) Arrangement for Inspection by AHJ.
 - (f) Supply and installation of the necessary Fireside gaskets and reinstallation of the Low Water Cut Off Head Mechanism.
 - (g) Check all safety controls/limits to ensure proper operation as required by AHJ.
 - (h) Perform Gas Fitters Test.
 - (i) Perform Combustion Test and Recalibration as needed.
 - (j) Perform Fire Department Gas Fired Appliance Report.
 - (k) Arrangement of the required certification of the Boilers with AHJ.
 - (l) Provide maintenance service report.
- D2.3 The Contractor shall provide a proposed schedule of the annual maintenance Work and the City will review the request and provide approval prior to starting the Work. It is anticipated that annual maintenance work will be completed between May to August every year.
- D2.4 The annual maintenance shall be performed according to the boiler latest classification set by AHJ. The City understand that the AHJ recently re-classified the boilers to only required inspection every two (2) years. The City anticipates that every year there will be two (2) boilers

that will go through the maintenance Works describes on D2.2 and E3.2 to meet the classification set by AHJ.

- D2.5 The Contractor shall be on top on any deficiencies noted by AHJ during boiler inspection and for certification. The Contractor shall inform the Contract Administrator within 2 (two) Business Days upon receiving the deficiencies report from AHJ.
- D2.6 The City will perform the following prior to any boiler maintenance service Work if required.
- (a) Depressurize and drain boiler.
 - (b) Isolate boiler and lockout electric and gas energy sources.
- D2.7 The Contractor may also be used for Emergency Services related to the issues with the Boilers. Requests for Emergency Services shall be executed immediately. The Emergency response time is within 2 hours or as agreed between the Contractor and the City during the Emergency call. The Contractor shall be required to get the Contract Administrator or their designate to sign off on hours expended during emergency services. Within five (5) Business Days, the Contractor will provide a report and invoice for the Work to the Contract Administrator, detailing the Work completed with hours and staff.
- D2.8 The Work shall be done on an "as required" basis during the term of the Contract.
- D2.8.1 The type and quantity of Work to be performed under this Contract shall be as authorized from time to time by the Contract Administrator and/or Users.
- D2.8.2 Subject to C7, the City shall have no obligation under the Contract to purchase any quantity of any item in excess of its actual operational requirements.
- D2.9 Notwithstanding D2.1, in the event that operational changes result in substantial changes to the requirements for Work, the City reserves the right to alter the type or quantity of work performed under this Contract, or to terminate the Contract, upon thirty (30) Calendar Days written notice by the Contract Administrator. In such an event, no claim may be made for damages on the ground of loss of anticipated profit on Work.
- D2.10 The Contractor and subcontractor shall:
- (a) Comply with the Environmental Management Systems (EMS) Contractor' package of the Wastewater Services Division in Appendix B.

D3. COOPERATIVE PURCHASE

- D3.1 The Contractor is advised that this is a cooperative purchase.
- D3.2 The Contract Administrator may, from time to time during the term of the Contract, approve other public sector organizations and utilities, including but not limited to municipalities, universities, schools and hospitals, to be participants in the cooperative purchase.
- D3.3 The Contract Administrator will notify the Contractor of a potential participant and provide a list of the delivery locations and estimated quantities.
- D3.4 If any location of the potential participant is more than ten (10) kilometers beyond the boundaries of the City of Winnipeg, the Contractor shall, within fifteen (15) Calendar Days of the written notice, notify the Contract Administrator of the amount of any additional delivery charge for the location.
- D3.5 If any additional delivery charges are identified by the Contractor, the potential participant may accept or decline to participate in the cooperative purchase.
- D3.6 The Contractor shall enter into a contract with each participant under the same terms and conditions as this Contract except:
- (a) supply under the contract shall not commence until the expiry or lawful termination of any other contract(s) binding the participant for the same goods;

- (b) a participant may specify a duration of contract shorter than the duration of this Contract;
- (c) a participant may specify that only some items under this Contract and/or less than its total requirement for an item are to be supplied under its contract; and
- (d) any additional delivery charge identified and accepted in accordance with clause D3.4 and D3.5 will apply.

D3.7 Each participant will be responsible for the administration of its contract and the fulfilment of its obligations under its contract. The City shall not incur any liability arising from any such contract.

D3.8 No participant shall have the right or authority to effect a change in the Contract, or of any other participant in this Contract.

D4. DEFINITIONS

D4.1 When used in this Request for Proposal:

- (a) **"AHJ"** means Authority Having Jurisdiction;
- (b) **"CEPCP"** means Contractor Environmental Preservation and Compliance Package;
- (c) **"LWCO"** means Low Water Cut Off;
- (d) **"NEWPCC"** means North End Water Pollution Control Centre;
- (e) **"OWAM"** means Oracle Work and Asset Management System;
- (f) **"Proponent"** means any Person or Persons submitting a Proposal for Services;
- (g) **"Supply Chain Disruption"** means an inability by the Contractor to obtain goods or services from third parties necessary to perform the Work of the Contract within the schedule specified therein, despite the Contractor making all reasonable commercial efforts to procure same. Contractors are advised that increased costs do not, in and of themselves, amount to a Supply Chain Disruption.

D5. CONTRACT ADMINISTRATOR

D5.1 The Contract Administrator is:

Ryan Salunga, P. Eng.
Senior Project Engineer

Telephone No. 204-451-5375

Email Address.: rsalunga@winnipeg.ca

D5.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D6. CONTRACTOR'S SUPERVISOR

D6.1 Further to C6.22, the Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in their employ.

D6.2 Before commencement of Work, the Contractor shall identify their designated supervisor and any additional personnel representing the Contractor and their respective roles and responsibilities for the Work.

D6.2.1 Further to C5.5 Contract Administrator may give instructions or orders to the Contractor's supervisor and such instructions or orders shall be deemed to have been given to the Contractor.

D7. ACCESSIBLE CUSTOMER SERVICE REQUIREMENTS

- D7.1 The Accessibility for Manitobans Act (AMA) imposes obligations on The City of Winnipeg to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("CSSR") to ensure inclusive access and participation for all people who live, work or visit Winnipeg regardless of their abilities.
- D7.1.1 The Contractor agrees to comply with the accessible customer service obligations under the CSSR and further agrees that when providing the Goods or Services or otherwise acting on the City of Winnipeg's behalf, shall comply with all obligations under the AMA applicable to public sector bodies.
- D7.1.2 The accessible customer service obligations include, but are not limited to:
- (a) providing barrier-free access to goods and services;
 - (b) providing reasonable accommodations;
 - (c) reasonably accommodating assistive devices, support persons, and support animals;
 - (d) providing accessibility features e.g. ramps, wide aisles, accessible washrooms, power doors and elevators;
 - (e) inform the public when accessibility features are not available;
 - (f) providing a mechanism or process for receiving and responding to public feedback on the accessibility of all goods and services; and
 - (g) providing adequate training of staff and documentation of same.

D8. SUPPLIER CODE OF CONDUCT

- D8.1 The Contractor has reviewed and understands the City's Supplier Code of Conduct. This document is located at: <https://www.winnipeg.ca/media/4891>
- D8.2 The Contractor agrees to comply with the Supplier Code of Conduct as it may be amended or replaced from time to time. The Contractor is responsible for periodically checking the above link for updates to the Supplier Code of Conduct. Contract signature on Form A: Bid/Proposal from the Contractor signifies agreement to the Supplier Code of Conduct which comes into effect once the Contract starts.
- D8.3 If there is a conflict between the Contract and the Supplier Code of Conduct – the Contract will prevail.

D9. UNFAIR LABOUR PRACTICES

- D9.1 Further to C3.2, the Contractor declares that in bidding for the Work and in entering into this Contract, the Contractor and any proposed Subcontractor(s) conduct their respective business in accordance with established international codes embodied in United Nations Universal Declaration of Human Rights (UDHR) <https://www.un.org/en/about-us/universal-declaration-of-human-rights> International Labour Organization (ILO) <https://www.ilo.org/global/lang-en/index.htm> conventions as ratified by Canada.
- D9.2 The City of Winnipeg is committed and requires its Contractors and their Subcontractors, to be committed to upholding and promoting international human and labour rights, including fundamental principles and rights at work covered by ILO eight (8) fundamental conventions and the United Nations Universal Declaration of Human Rights which includes child and forced labour.
- D9.3 Upon request from the Contract Administrator, the Contractor shall provide disclosure of the sources (by company and country) of the raw materials used in the Work and a description of the manufacturing environment or processes (labour unions, minimum wages, safety, etc.).

- D9.4 Failure to provide the evidence required under D9.3, may be determined to be an event of default in accordance with C18.
- D9.5 In the event that the City, in its sole discretion, determines the Contractor to have violated the requirements of this section, it will be considered a fundamental breach of the Contract and the Contractor shall pay to the City a sum specified by the Contract Administrator in writing ("Unfair Labour Practice Penalty"). Such a violation shall also be considered an Event of Default, and shall entitle the City to pursue all other remedies it is entitled to in connection with same pursuant to the Contract.
- D9.5.1 The Unfair Labour Practice Penalty shall be such a sum as determined appropriate by the City, having due regard to the gravity of the Contractor's violation of the above requirements, any cost of obtaining replacement goods/ services or rectification of the breach, and the impact upon the City's reputation in the eyes of the public as a result of same.
- D9.5.2 The Contractor shall pay the Unfair Labour Practice Penalty to the City within thirty (30) Calendar Days of receiving a demand for same in accordance with D9.5. The City may also hold back the amount of the Unfair Labour Practice Penalty from payment for any amount it owes the Contractor.
- D9.5.3 The obligations and rights conveyed by this clause survive the expiry or termination of this Contract, and may be exercised by the City following the performance of the Work, should the City determine, that a violation by the Contractor of the above clauses has occurred following same. In no instance shall the Unfair Labour Practice Penalty exceed the total of twice the Contract value.

SUBMISSIONS

D10. AUTHORITY TO CARRY ON BUSINESS

- D10.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D11. SAFE WORK PLAN

- D11.1 The Contractor shall provide the Contract Administrator with a Safe Work Plan at least five (5) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract.
- D11.2 The Safe Work Plan should be prepared and submitted in the format shown in the City's template which is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Purchasing Division website at <http://www.winnipeg.ca/matmgt/safety/default.stm>

D12. INSURANCE

- D12.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, contractual liability, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
 - (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance

of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;

D12.2 Deductibles shall be borne by the Contractor.

D12.3 All policies shall be taken out with insurers licensed to carry on business in the Province of Manitoba.

D12.4 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D12.5 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.

D12.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

D13. SUBCONTRACTOR LIST

D13.1 The Contractor shall provide the Contract Administrator with a complete list of the Subcontractors whom the Contractor proposes to engage (Form J: Subcontractor List) at least two (2) Business Days prior to the commencement of any Work on the Site.

D14. EQUIPMENT LIST

D14.1 The Contractor shall provide the Contract Administrator with a complete list of the equipment which the Contractor proposes to utilize (Form K: Equipment List) at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than the date specified in C4.1 for the return of the executed Contract Documents, if applicable.

D15. DETAILED WORK SCHEDULE

D15.1 The Contractor shall provide the Contract Administrator with a detailed work schedule (Form L: Detailed Work Schedule) at least ten (10) Business Days prior to any Boiler Maintenance Service Work.

D15.2 The detailed Work schedule shall include critical dates for review and approval processes by AHJ (as required) and the City.

D15.3 The detailed work schedule shall consist of the following:

- (a) The expected dates and duration of the Works and the number of crew performing the Works.
- (b) In the event of repair Work or replacement of components, Contractor shall submit a detail schedule to the City for approval prior to commencing the Work.
- (c) The detailed Work schedule shall at least include the major components of Work describes on D2.2.

SCHEDULE OF WORK

D16. COMMENCEMENT

D16.1 The Contractor shall not commence any Work until they are in receipt of a notice of award from the City authorizing the commencement of the Work.

D16.2 The Contractor shall not commence any Work on the Site until:

- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D10;
 - (ii) evidence of the workers compensation coverage specified in C6.17;
 - (iii) the Safe Work Plan specified in D11;
 - (iv) evidence of the insurance specified in D12;
 - (v) the Subcontractor list specified in D13;
 - (vi) the equipment list specified in D14;
 - (vii) the detailed work schedule specified in D15; and
 - (viii) the direct deposit application form specified in D28.
- (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D16.3 The Contractor shall not proceed on any Work until they have approval from the City.

D17. WORKING DAYS

- D17.1 The Work shall be completed during normal working hours 7:30 am to 4:00 pm Monday to Friday, unless approved in writing by the Contract Administrator or designate.
- D17.2 For unscheduled corrective Work, Contractor must obtain approval from the Contract Administrator prior to commencing the Work
- D17.3 Further to C1.1(ss), the Contract Administrator's determination of whether or not atmospheric and Site conditions are such that a Working Day is deemed to have elapsed may be based at one time on one type of work while at another time a Working Day may be based on another type of work. When more than one type of major work is involved, the quantity of equipment that must be able to work in order to meet the requirements of a Working Day may vary considerably from that specified in the General Conditions.
- D17.4 In the event that incidental work is behind schedule which, in the opinion of the Contract Administrator, should have been or could have been carried out by the Contractor in conjunction with or immediately following work of a major type, the City hereby reserves the right to charge Working Days on the incidental work until such time as it is up to schedule.
- D17.5 When the major type of work involves restoration of the site to the condition it was prior to rainfall, Working Days shall not be charged.
- D17.6 The Contract Administrator will furnish the Contractor with a daily record for each major type of work showing various information concerning the equipment, the time it worked, could have worked and Working Days charged. This report is to be signed each day by an authorized representative of the Contractor.

D18. CRITICAL STAGES

- D18.1 The Contractor shall achieve critical stages of the Work in accordance with the following requirements:
- (a) The contractor shall complete the cleaning, maintenance work, arrangement of inspection and certification of each boiler as required by AHJ. |
 - (b) The Contractor shall submit a complete Maintenance Service Report along with the recommended action to the City no later than three (3) months after the Maintenance Works has been completed.

D19. LIQUIDATED DAMAGES

- D19.1 If the Contractor fails to perform the Work in accordance with the Contract Administrator's stated requirements under D2, E3 and E4 of the Contract, the Contractor shall pay the City three

hundred (\$300) dollars per Calendar Day for each and every Calendar Day following the day specified by the Contract Administrator on which the Work was to be performed until the failure is rectified.

- D19.2 The amount specified for liquidated damages in D19.1 is based on a genuine pre-estimate of the City's damages in the event that the Contractor does not perform the Work in satisfaction of the City's requirements for same.
- D19.3 The City may reduce any payment to the Contractor by the amount of any liquidated damages assessed

D20. SUPPLY CHAIN DISRUPTION SCHEDULE DELAYS

- D20.1 The City acknowledges that the schedule for this Contract may be impacted by the Supply Chain Disruption. Commencement and progress of the Work shall be performed by the Contractor with due consideration delivery requirements and schedule identified in the Contract, in close consultation with the Contract Administrator.
- D20.2 If the Contractor is delayed in the performance of the Work by reason of the Supply Chain Disruption, the Work schedule may be adjusted by a period of time equal to the time lost due to such delay and costs related to such delay will be determined as identified herein.
- D20.3 A minimum of seven (7) Calendar Days prior to the commencement of Work, the Contractor shall declare whether a Supply Chain Disruption will affect the start date. The Contractor shall provide sufficient evidence that the delay is directly related to Supply Chain Disruption, including but not limited to evidence related to ordering of Material or Goods, production and/or manufacturing schedules or availability of staff as appropriate.
- D20.4 For any delay related to Supply Chain Disruption and identified after Work has commenced, the Contractor shall within seven (7) Calendar Days of becoming aware of the anticipated delay declare the additional delay and shall provide sufficient evidence as indicated in D20.3. Failure to provide this notice will result in no additional time delays being considered by the City.
- D20.5 The Work schedule, including the durations identified in D15 to D18 where applicable, will be adjusted to reflect delays accepted by the Contract Administrator.
- D20.6 Any time or cost implications as a result of Supply Chain Disruption and in accordance with the above, as confirmed by the Contract Administrator, shall be documented in accordance with C7.

CONTROL OF WORK

D21. JOB MEETINGS

- D21.1 Regular weekly job meetings will be held at the Site. These meetings shall be attended by a minimum of one representative of the Contract Administrator, one representative of the City and one representative of the Contractor. Each representative shall be a responsible person capable of expressing the position of the Contract Administrator, the City and the Contractor respectively on any matter discussed at the meeting including the Work schedule and the need to make any revisions to the Work schedule. The progress of the Work will be reviewed at each of these meetings.
- D21.2 The Contract Administrator reserves the right to cancel any job meeting or call additional job meetings whenever they deem it necessary.

D22. SAFETY

- D22.1 The Contractor shall be solely responsible for safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable safety legislation.

- D22.2 The Contractor shall be the Prime Contractor and shall be responsible to the health and safety of the Subcontractors.
- D22.3 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- D22.4 The Contractor shall do whatever is necessary to ensure that:
- (a) no person, property, right, easement or privilege is injured, damaged or infringed by reason of the Contractor's activities in performing the Work;
 - (b) the health and safety of all persons employed in the performance of the Work or otherwise is not endangered by the method or means of its performance;
 - (c) adequate medical services are available to all persons employed on the Work and at all times during the performance of the Work;
 - (d) adequate sanitation measures are taken and facilities provided with respect to the Work;
 - (e) pedestrian and other traffic on any public or private road or waterway is not unduly impeded, interrupted or endangered by the performance or existence of the Work or Plant;
 - (f) fire hazards in or about the Work are eliminated.

D23. SITE CLEANING

- D23.1 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.
- D23.1.1 As the Work progresses, the Contractor shall remove any Plant and Material not required for the performance of the remaining Work. He shall also remove waste and debris other than that caused by the City or other contractors, and leave the Site and the Work clean and suitable for occupancy by the City unless otherwise specified.
- D23.1.2 Total Performance shall not be considered to have been achieved until the Contractor has cleaned up the Site and has removed all Plant, surplus Material, waste and debris, other than that left by the City or other contractors.

D24. INSPECTION

- D24.1 Before beginning or resuming operations upon any portion of the Work, the Contractor shall notify the Contract Administrator so as to enable him to arrange for inspection. If the Contractor fails to notify the Contract Administrator, the Contractor shall, if and when required by the Contract Administrator, forthwith take down or expose and redo that portion of the Work required to facilitate inspection. The cost of such taking down or exposure, and redoing, if any, shall be borne by the Contractor.
- D24.2 If and when required by the Contract Administrator, the Contractor shall take down or expose forthwith any portion of the Work where the Contract Administrator determines that the Work is not in accordance with the Contract. The cost of such taking down or exposure, and redoing, if any, shall fall upon the City if the taking down or exposure indicates that the portion exposed was properly performed, but if otherwise the cost shall be borne by the Contractor.

D25. DEFICIENCIES

- D25.1 Further to C11.7, the Contract Administrator may order the Contractor to alter or improve their methods, to increase or improve their Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, performed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.

- D25.2 If the Work or any part thereof is taken out of the Contractor's control pursuant to C18.7, all Plant and Material, and the interest of the Contractor in all licences, powers and privileges acquired, used or provided by the Contractor under the Contract shall be assigned by the Contractor to the City without compensation to the Contractor.
- D25.3 The City shall have the right to take possession of and use any of the Contractor's material and property of every kind provided by the Contractor for the purpose of the Work, and to procure other Plant or Material for the completion thereof.
- D25.4 When the Contract Administrator certifies that any Plant, Material or any interest of the Contractor referred to in D25.2, is no longer required for the purposes of the Work, or that it is not in the best interest of the City to retain that Plant, Material or interest, it shall revert to the Contractor.

D26. ORDERS

- D26.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.

D27. RECORDS

- D27.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D27.2 The Contractor shall record, as a minimum, for each item listed on Form B: Prices:
- (a) name(s)
 - (b) order date(s);
 - (c) service date(s); and
 - (d) description and quantity of services provided.
- D27.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.

INVOICES & MEASUREMENT AND PAYMENT

D28. INVOICES

- D28.1 Further to C12, the Contractor:
- (a) shall submit invoices for Work performed in accordance with the instruction on the City's website at: <https://www.winnipeg.ca/finance/corporate-accounts-payable.stm>; and
 - (b) should copy the Contract Administrator on submission of its invoice.

D29. PAYMENT

- D29.1 Further to C12, the City shall make payments to the Contractor by direct deposit to the Contractor's banking institution, and by no other means. Payments will not be made until the Contractor has made satisfactory direct deposit arrangements with the City. Direct deposit application forms are at https://winnipeg.ca/finance/files/Direct_Deposit_Form.pdf.

D30. PAYMENT SCHEDULE

- D30.1 Further to C12, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

WARRANTY

D31. WARRANTY

D31.1 Warranty is as stated in C13.

D31.1 Further to C13, if a defect or deficiency prevents the full and normal use or operation of the Work or any portion thereof, for purposes of calculating the warranty period, time shall be deemed to cease to elapse for the defective or deficient portion, and for any portion of the Work whose use or operation is prevented by such defect or deficiency, as of the date on which the defect or deficiency is observed or the use or operation is prevented and shall begin to run again when the defect or deficiency has been corrected or the Work may be used or operated to the satisfaction of the Contract Administrator.

DISPUTE RESOLUTION

D32. DISPUTE RESOLUTION

D32.1 If the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator, the Contractor shall act in accordance with the Contract Administrator's opinion, determination, or decision unless and until same is modified by the process followed by the parties pursuant to D32.

D32.2 The entire text of C21.4 is deleted, and amended to read: "Intentionally Deleted"

D32.3 The entire text of C21.5 is deleted, and amended to read:

- (a) If Legal Services has determined that the Disputed Matter may proceed in the Appeal Process, the Contractor must, within ten (10) Business Days of the date of the Legal Services Response Letter, submit his written Appeal Form, in the manner and format set out on the City's Purchasing Division Website, to the Chief Administrative Officer, and to the Contract Administrator. The Contractor may not raise any other disputes other than the Disputed Matter in his Appeal Form.

D32.4 Further to C21, prior to the Contract Administrator's issuance of a Final Determination, the following informal dispute resolution process shall be followed where the Contractor disagrees with any opinion, determination, or decision of the Contract Administrator ("Dispute"):

- (a) In the event of a Dispute, attempts shall be made by the Contract Administrator and the Contractor's equivalent representative to resolve Disputes within the normal course of project dealings between the Contract Administrator and the Contractor's equivalent representative.
- (b) Disputes which in the reasonable opinion of the Contract Administrator or the Contractor's equivalent representative cannot be resolved within the normal course of project dealings as described above shall be referred to a without prejudice escalating negotiation process consisting of, at a minimum, the position levels as shown below and the equivalent Contractor representative levels:
 - (i) The Contract Administrator;
 - (ii) Supervisory level between the Contract Administrator and applicable Department Head;
 - (iii) Department Head.

D32.4.1 Names and positions of Contractor representatives equivalent to the above City position levels shall be determined by the Contractor and communicated to the City at the pre-commencement or kick off meeting.

D32.4.2 As these negotiations are not an adjudicative hearing, neither party may have legal counsel present during the negotiations.

- D32.4.3 Both the City and the Contractor agree to make all reasonable efforts to conduct the above escalating negotiation process within twenty (20) Business Days, unless both parties agree, in writing, to extend that period of time.
- D32.4.1 If the Dispute is not resolved to the City and Contractor's mutual satisfaction after discussions have occurred at the final escalated level as described above, or the time period set out in D32.4.3, as extended if applicable, has elapsed, the Contract Administrator will issue a Final Determination as defined in C1.1(v), at which point the parties will be governed by the Dispute Resolution process set out in C21.

THIRD PARTY AGREEMENTS

D33. FUNDING AND/OR CONTRIBUTION AGREEMENT OBLIGATIONS

- D33.1 In the event that funding for the Work of the Contract is provided to the City of Winnipeg by the Government of Manitoba and/or the Government of Canada, the following terms and conditions shall apply, as required by the applicable funding agreements.
- D33.2 Further to D33.1, in the event that the obligations in D33 apply, actual costs legitimately incurred by the Contractor as a direct result of these obligations ("Funding Costs") shall be determined by the actual cost to the Contractor and not by the valuation method(s) outlined in C7.4. In all other respects Funding Costs will be processed in accordance with Changes in Work under C7.
- D33.3 For the purposes of D33:
- (a) **"Government of Canada"** includes the authorized officials, auditors, and representatives of the Government of Canada; and
 - (b) **"Government of Manitoba"** includes the authorized officials, auditors, and representatives of the Government of Manitoba.
- D33.4 Modified Insurance Requirements
- D33.4.1 Where applicable, the Contractor will be required to provide wrap-up liability insurance in an amount of no less than two million dollars (\$2,000,000) inclusive per occurrence. Such policy will be written in the joint names of the City, Contractor, Consultants and all subcontractors and subconsultants and include twelve (12) months completed operations. The Government of Manitoba and its Ministers, officers, employees, and agents shall be added as additional insureds.
- D33.4.2 If applicable the Contractor will be required to provide builders' risk insurance (including boiler and machinery insurance, as applicable) providing all risks coverage at full replacement cost, or such lower level of insurance that the City may identify on a case-by-case basis, such as an installation floater.
- D33.4.3 The Contractor shall obtain and maintain third party liability insurance with minimum coverage of two million dollars (\$2,000,000.00) per occurrence on all licensed vehicles operated at the Site. In the event that this requirement conflicts with another licensed vehicle insurance requirement in this Contract, then the requirement that provides the higher level of insurance shall apply.
- D33.4.4 Insurers shall provide satisfactory Certificates of Insurance to the Government of Manitoba prior to commencement of Work as written evidence of the insurance required. The Certificates of Insurance must provide for a minimum of thirty (30) days' prior written notice to the Government of Manitoba in case of insurance cancellation.
- D33.4.5 All policies must be taken out with insurers licensed to carry on business in the Province of Manitoba.
- D33.5 Indemnification By Contractor

- D33.5.1 In addition to the indemnity obligations outlined in C17 of the General Conditions for Services, the Contractor agrees to indemnify and save harmless the Government of Canada and the Government of Manitoba and each of their respective Ministers, officers, servants, employees, and agents from and against all claims and demands, losses, costs, damages, actions, suit or other proceedings brought or pursued in any manner in respect of any matter caused by the Contractor or arising from this Contract or the Work, or from the goods or services provided or required to be provided by the Contractor, except those resulting from the negligence of any of the Government of Canada's or the Government of Manitoba's Ministers, officers, servants, employees, or agents, as the case may be.
- D33.5.2 The Contractor agrees that in no event will Canada or Manitoba, their respective officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:
- (a) any injury to any person, including, but not limited to, death, economic loss or infringement of rights;
 - (b) any damage to or loss or destruction of property of any person; or
 - (c) any obligation of any person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;
- in relation to this Contract or the Work.
- D33.6 Records Retention and Audits
- D33.6.1 The Contractor shall maintain and preserve accurate and complete records in respect of this Contract and the Work, including all accounting records, financial documents, copies of contracts with other parties and other records relating to this Contract and the Work during the term of the Contract and for at least six (6) years after Total Performance. Those records bearing original signatures or professional seals or stamps must be preserved in paper form; other records may be retained in electronic form.
- D33.6.2 In addition to the record keeping and inspection obligations outlined in C6 of the General Conditions for Services, the Contractor shall keep available for inspection and audit at all reasonable times while this Contract is in effect and until at least six (6) years after Total Performance, all records, documents, and contracts referred to in D33.6.1 for inspection, copying and audit by the City of Winnipeg, the Government of Manitoba and/or the Government of Canada and their respective representatives and auditors, and to produce them on demand; to provide reasonable facilities for such inspections, copying and audits, to provide copies of and extracts from such records, documents, or contracts upon request by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada and their respective representatives and auditors, and to promptly provide such other information and explanations as may be reasonably requested by the City of Winnipeg, the Government of Manitoba, and/or the Government of Canada from time-to-time.
- D33.7 Other Obligations
- D33.7.1 The Contractor consents to the City providing a copy of the Contract Documents to the Government of Manitoba and/or the Government of Canada upon request from either entity.
- D33.7.2 If the Lobbyists Registration Act (Manitoba) applies to the Contractor, the Contractor represents and warrants that it has filed a return and is registered and in full compliance with the obligations of that Act, and covenants that it will continue to comply for the duration of this Contract.
- D33.7.3 The Contractor shall comply with all applicable legislation and standards, whether federal, provincial, or municipal, including (without limitation) labour, environmental, and human rights laws, in the course of providing the Work.
- D33.7.4 The Contractor shall properly account for the Work provided under this Contract and payment received in this respect, prepared in accordance with generally accepted accounting principles in effect in Canada, including those principles and standards

approved or recommended from time-to-time by the Chartered Professional Accountants of Canada or the Public Sector Accounting Board, as applicable, applied on a consistent basis.

- D33.7.5 The Contractor represents and warrants that no current or former public servant or public office holder, to whom the Value and Ethics Code for the Public Sector, the Policy on Conflict of Interest and Post Employment, or the Conflict of Interest Act applies, shall derive direct benefit from this Contract, including any employment, payments, or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation.
- D33.7.6 The Contractor represents and warrants that no member of the House of Commons or of the Senate of Canada or of the Legislative Assembly of Manitoba is a shareholder, director or officer of the Contractor or of a Subcontractor, and that no such member is entitled to any benefits arising from this Contract or from a contract with the Contractor or a Subcontractor concerning the Work.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS AND DRAWINGS

E1.1 These Specifications shall apply to the Work.

E1.2 The following are applicable to the Work:

<u>Specification No.</u>	<u>Specification Title</u>
	Table of Contents
O&M Manual	CLEAVER-BROOKS MODEL CB, CB-LE PACKAGED BOILER (750-184)
O&M Manual	DOMINION BRIDE COMPANY FORCED CIRCULATION HIGH WATER TEMPERATURE HOT WATER

<u>Drawing No.</u>	<u>Drawing Name/Title</u>
1-0101B-A0003-001	PROCESS & INSTRUMENTATION DIAGRAM BOILER CIRCULATION PUMPS FOR BOILER 1 - 4
1-0101B-A0005-001	PROCESS & INSTRUMENTATION DIAGRAM BOILER 1
1-0101B-A0006-001	PROCESS & INSTRUMENTATION DIAGRAM BOILER 2
1-0101B-A0007-001	PROCESS & INSTRUMENTATION DIAGRAM BOILER 3
1-0101B-A0008-001	PROCESS & INSTRUMENTATION DIAGRAM BOILER 4
1-0101B-A0010-001	PROCESS & INSTRUMENTATION DIAGRAM HOT WATER MIXING TANK
1-0101B-A0020-001	BOILER CONTROLLER DIGITAL I/O WIRING
1-0101B-A0020-002	BOILER CONTROLLER DIGITAL I/O WIRING
1-0101B-E0002-001	BOILER CONTROL ELECTRICAL SCHEMATIC CB7000X-500 HP, 125# HOT WATER
1-0101B-E0002-002	BOILER CONTROL ELECTRICAL SCHEMATIC CB7000X-500 HP, 125# HOT WATER
1-0101B-E0005-001	BOILER CONTROL PANEL COMPONENT LAYOUT
1-0101B-E0027-001	BOILER 3 PPC SCHEMATIC
1-0101B-E0028-001	BOILER 3 BMS SCHEMATIC
1-0101B-E0029-001	BOILER 3 PPC/BMS SCHEMATIC
1-0101B-E0030-001	BOILER 3 MODBUS COMMUNICATION AND DCS CONTROLS
1-0101B-E0032-001	BOILER 3 CONTROL PANEL EXTERNAL LAYOUT
1-0101B-E0033-001	BOILER 3 CONTROL PANEL INTERNAL LAYOUT
1-0101B-E0036-001	BOILER 4 CONTROL BLOCK DIAGRAM
1-0101B-E0037-001	BOILER 4 PPC SCHEMATIC
1-0101B-E0038-001	BOILER 4 BMS SCHEMATIC
1-0101B-E0039-001	BOILER 4 PPC/BMS WIRING
1-0101B-E0040-001	BOILER 4 MODBUS COMMUNICATION AND DCS CONTROLS
1-0101B-E0042-001	BOILER 4 CONTROL PANEL EXTERNAL LAYOUT
1-0101B-E0043-001	BOILER 4 CONTROL PANEL INTERNAL LAYOUT
1-0101B-E0046-001	BOILER 4 ENTRANCE PANEL SCHEMATIC
NEP-349	WIRING DIAGRAM FOR BOILER 1 & 2 CONTROL PANEL
NEP-1922-D	PROVOX COMPUTING CONTROLLER CABINET, BOILERS 1, 2, 3 & 4
NEP-1922D1	PROVOX COMPUTING CONTROLLER CABINET, BOILERS 1

E1.3 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7. In every instance where a brand name or design specification is used, the City will also consider approved equals and/or approved alternatives in accordance with B7.

E2. BACKGROUND

- E2.1 The North End Water Pollution Control Centre (NEWPCC), located at 2230 Main Street in Winnipeg, Manitoba, is critical asset to the City that treats sewage or wastewater generated from the north and central parts of the city. The NEWPCC utilizes boilers to provide and maintain the Sludge temperature for the anerobic digestion process all year-round as well as the heating loops for the buildings at the facility during winter. The existing four (4) boilers require annual cleaning, maintenance services, and inspection and certification from AHJ to maintain the NEWPCC operation.

E3. SERVICES

- E3.1 The Contractor shall ensure the cleaning, maintenance, inspection and certification of the following four (4) water boilers is in accordance with the requirements hereinafter specified.

(a) Boiler 1:

- (i) Type: Watertube Power Boiler
- (ii) Make: Dominion Bridge Company
- (iii) Model: CRN A5286.64
- (iv) Serial Number: Y25761(1)

(b) Boiler 2:

- (i) Type: Watertube Power Boiler
- (ii) Make: Dominion Bridge Company
- (iii) Model: CRN A5286.64
- (iv) Serial Number: Y25762(2)

(c) Boiler 3:

- (i) Type: Watertube Power Boiler
- (ii) Make: Dominion Bridge Company
- (iii) Model: CRN A5286.64
- (iv) Serial Number: Y25763(3)

(d) Boiler 4:

- (i) Type: Firetube Power Boiler
- (ii) Make: Cleaver Brooks
- (iii) Model: CB700X-500
- (iv) Serial Number: 5705939(4)

- E3.2 The Contractor is to provide the Price for conducting each Work indicated in Form B: Prices.

(a) Item 1 – Contractor shall include the Price of following maintenance Work for Boiler 1:

- (i) Opening the fireside to conduct condition assessment, remove the low water cut off head and write and submit report to the City. The inspection report shall include any recommended repair and components replacement. The Contractor shall provide a quote for performing the corrective Maintenance Work to the City for approval prior to commencing the Corrective Work.
- (ii) Cleaning the fireside including the interior surface of the tubes and combustion chamber, inspect refractory and disposal of soot and debris collected. The cleaning shall also include covering the surrounding floor and to clean-up the area around boiler.

- (iii) Arrangement of inspection and certification by the AHJ.
 - (iv) Closing the fireside of boiler, re-installation of the low water cut off head, and supply and installation of the necessary fireside gaskets.
 - (v) Set-up and perform combustion of natural gas and digester fuel burner, check all safety controls for proper operations (including limit switches, fire eye and relief valve), perform leak tests on all natural and digester gas trains and operation, check and adjust gas pressure as required, perform and complete the annual City's Fire Paramedic Service Contractor's Fuel Fired Heating Appliance Inspection Report, perform combustion test and recalibration as required.
 - (vi) The Price shall include all the labour costs, travel cost, cost of any rental equipment, cost for incidental consumables, and other associated costs as required for the Maintenance Work.
- (b) Item 2 – Contractor shall include the Price of following maintenance Work for Boiler 2:
 - (i) Opening the fireside to conduct condition assessment, remove the low water cut off head and write and submit report to the City. The inspection report shall include any recommended repair and components replacement. The Contractor shall provide a quote for performing the corrective Maintenance Work to the City for approval prior to commencing the Corrective Work.
 - (ii) Cleaning the fireside including the interior surface of the tubes and combustion chamber, inspect refractory and disposal of soot and debris collected. The cleaning shall also include covering the surrounding floor and to clean-up the area around boiler.
 - (iii) Arrangement of inspection and certification by the AHJ.
 - (iv) Closing the fireside of boiler, re-installation of the low water cut off head, and supply and installation of the necessary fireside gaskets.
 - (v) Set-up and perform combustion of natural gas and digester fuel burner, check all safety controls for proper operations (including limit switches, fire eye and relief valve), perform leak tests on all natural and digester gas trains and operation, check and adjust gas pressure as required, perform and complete the annual City's Fire Paramedic Service Contractor's Fuel Fired Heating Appliance Inspection Report, perform combustion test and recalibration as required.
 - (vi) The Price shall include all the labour costs, travel cost, cost of any rental equipment, cost for incidental consumables, and other associated costs as required for the Maintenance Work.
- (c) Item 3 – Contractor shall include the Price of following maintenance Work for Boiler 3:
 - (i) Opening the fireside to conduct condition assessment, remove the low water cut off head and write and submit report to the City. The inspection report shall include any recommended repair and components replacement. The Contractor shall provide a quote for performing the corrective Maintenance Work to the City for approval prior to commencing the Corrective Work.

- (ii) Cleaning the fireside including the interior surface of the tubes and combustion chamber, inspect refractory and disposal of soot and debris collected. The cleaning shall also include covering the surrounding floor and to clean-up the area around boiler.
 - (iii) Arrangement of inspection and certification by AHJ.
 - (iv) Closing the fireside of boiler, re-installation of the low water cut off head, and supply and installation of the necessary fireside gaskets.
 - (v) Set-up and perform combustion of natural gas and digester fuel burner, check all safety controls for proper operations (including limit switches, fire eye and relief valve), perform leak tests on all natural and digester gas trains and operation, check and adjust gas pressure as required, perform and complete the annual City's Fire Paramedic Service Contractor's Fuel Fired Heating Appliance Inspection Report, perform combustion test and recalibration as required.
 - (vi) The Price shall include all the labour costs, travel cost, cost of any rental equipment, cost for incidental consumables, and other associated costs as required for the Maintenance Work.
- (d) Item 4 – Contractor shall include the Price of following maintenance Work for Boiler 4:
 - (i) Opening the fireside to conduct condition assessment, remove the low water cut off head and write and submit report to the City. The inspection report shall include any recommended repair and components replacement. The Contractor shall provide a quote for performing the corrective Maintenance Work to the City for approval prior to commencing the Corrective Work.
 - (ii) Clean the fireside including the interior surface of the tubes and combustion chamber, inspect refractory and disposal of soot and debris collected. The cleaning shall also include covering the surrounding floor and to clean-up the area around boiler.
 - (iii) Arrangement of inspection and certification by the AHJ.
 - (iv) Closing the fireside of boiler, re-installation of the low water cut off head, and supply and installation of the necessary fireside gaskets.
 - (v) Set-up and perform combustion of natural gas fuel burner, check all safety controls for proper operations (including limit switches, fire eye and relief valve), perform leak tests on all natural trains and operation, check and adjust gas pressure as required, perform and complete the annual City's Fire Paramedic Service Contractor's Fuel Fired Heating Appliance Inspection Report, perform combustion test and recalibration as required.
 - (vi) The Price shall include all the labour costs, travel cost, cost of any rental equipment, cost for incidental consumables, and other associated costs as required for the Maintenance Work.
- (e) Item 5 - Contractor shall indicate the Price for hourly rates for Licensed Gas Fitters "A" Service Technician that may be required to perform the maintenance service work as requested by the City. This estimate of hours is used for comparison purposes and is not indicative of the final pricing. The Price shall include the labour rates only.

- E3.3 The Contractor shall fill-out the Boiler Safety Trip Test Form indicated in Appendix E for all the boiler safety limits and controls for both natural and digester gas trains. The Contractor shall provide the following trip test information on the test form:
- (a) Contractor shall list the test description for each gas trains, provide the test method used, add test duration if applicable and provide test result by completing the tripped and passed columns of the test form.
 - (b) Contractor shall include all other applicable testing on the form as required by AHJ.

E4. COMPLETION OF WORK

- E4.1 The Contractor shall complete the work within allocated time approved by the City.

E5. MAINTENANCE REPORT

- E5.1 After performing the Maintenance Service Work, the Contractor shall provide the Maintenance Report to the City in the format as listed below. The Contractor must provide one (1) electronic format in PDF and one (1) hardcopy version to Contract Administrator. Bind hardcopy in three (3) 'D-Ring' binders, hard-covered, plastic jacketed binder complete with full cover. The Contractor shall be responsible for shipping costs to send hardcopy to the Contract Administrator. The following sections are required for each site Maintenance Report:
- (a) Title Page
 - (b) Table of Contents
 - (c) Section A – Contractor Information
 - (i) Contractor contact representative, phone number and email.
 - (ii) Emergency contact names, phone numbers and emails.
 - (iii) All Subcontractors contact representatives, phone numbers and emails.
 - (d) Section B – Description of Work Performed
 - (i) Dates Work was performed.
 - (ii) Sequence of Work including the inspection arrangement with AHJ.
 - (iii) All Work completed including the name of the person(s) performing the Work and the hours required for completing each task.
 - (iv) All readings and measurements taken.
 - (v) List of equipment and tests/maintenance activities performed.
 - (vi) Consumables/parts from the city stores/stock used for the Works.
 - (e) Section C – Summary of Deficiencies
 - (i) Any Preventive Maintenance Work planned but not carried out including the reason why the Work is not carried out.
 - (ii) Condition assessment
 - (iii) Any safety/code violations including code reference and clause.
 - (iv) Reference deficiencies to any photographs and/or test forms.
 - (f) Section D – Summary of Recommended Corrective Works and Costs
 - (i) Recommendation of Corrective Works for the deficiencies identified.
 - (ii) Costs of the Recommended Corrective Works
 - (iii) Include schedule for when deficiencies should be addressed.
 - (iv) Include lead time for corrective actions.
 - (g) Section E – Test Equipment Used and Calibration Certifications
 - (i) Summary of test equipment used and calibration certificate.
 - (ii) Include certificate of calibration certificates for each equipment used.
 - (iii) Test procedures used for conducting the test including expected test values.

- (h) Section F – Completed Inspection Reports
 - (i) Inspection report including chimney with Technician name(s) and inspection date.
 - (ii) Copy of City's Fire Paramedic Service Contractor's Fuel Fired Heating Appliance Inspection Report.
 - (iii) Inspection date and AHJ Inspector name.
- (i) Section G –As-found / As-Left Photographs
 - (i) Include any visually inspected deficiencies and physical condition of boilers.
 - (ii) As found and after the Work has been completed (for Corrective Work).
- (j) Section H – Test Results Reports
 - (i) Gas Fitters Test.
 - (ii) Combustion Test.

E5.2 The Contractor shall provide the Contract Administrator the Maintenance Report within fifteen (15) Calendar Days of a request of the Contract Administrator.

PART F – APPENDICES

- F1. APPENDIX A – FORM J: SUBCONTRACTOR LIST**
- F2. APPENDIX B – WASTEWATER SERVICE CONTRACTOR ENVIRONMENTAL PRESERVATION AND COMPLIANCE PACKAGE (CEPCP)**
- F3. APPENDIX C – FORM K: EQUIPMENT LIST (TO BE COMPLETED AFTER CONTRACT AWARD)**
- F4. APPENDIX D – FORM L: DETAILED WORK SCHEDULE (TO BE COMPLETED AFTER CONTRACT AWARD)**
- F5. APPENDIX E – BOILER SAFETY TRIP TEST FORM**
- F6. APPENDIX F – CLEAVER-BROOKS MODEL CB, CB-LE PACKAGED BOILER O&M MANUAL**
- F7. APPENDIX G - DOMINION BRIDGE COMPANY FORCED CIRCULATION HIGH TEMPERATURE HOT WATER UNITS O&M MANUAL**